

MG01

Particulars of a mortgage or charge



✓19202/13

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

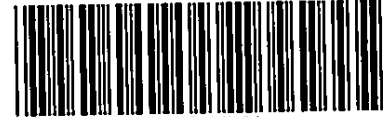
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to re-
register particulars of a charge for a S
company. To do this, please use
form MG01s

MONDAY



LD2 16/08/2010 369
COMPANIES HOUSE

1

Company details

Company number 05941335

Company name in full Brightside Group plc (**Chargor**)

2

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation 05/08/2010

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A debenture between, amongst others, the Chagor, Panacea Finance Limited, Injury QED Limited,
Group Direct Limited, Commercial Vehicle Direct Insurance Services Limited, E Insurance Services
Limited, Group Direct Marketing Limited, Emoney co uk Limited, Minibus Direct Limited (each a
Mortgagor and together **Mortgagors**) and the Bank (as defined below) (**Debenture**)

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All monies and liabilities on or after the date of the Debenture due
owing or incurred to the Bank by any Mortgagor whether actually or
contingently and whether presently or in the future and whether solely
or jointly with any other person and whether as principal or surety or
in any way whatsoever provided that the monies and liabilities which
each Mortgagor hereby covenants to pay and discharge shall not
include any monies and liabilities arising under a regulated consumer
credit agreement falling within Part V of the Consumer Credit Act
1974, unless specifically agreed in writing between that Mortgagor
and the Bank (**Secured Amounts**)

Continuation page

Please use a continuation page if
you need to enter more details

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

| | | |
|--|--|--|
| Please give the name and address of the mortgagee(s) or person(s) entitled to the charge | | Continuation page Please use a continuation page if you need to enter more details |
| Name | Clydesdale Bank Public Limited Company (Bank) | |
| Address | 30 St Vincent Place, Glasgow | |
| Postcode | G 1 2 H L | |
| Name | | |
| Address | | |
| Postcode | | |

6 Short particulars of all the property mortgaged or charged

| | | |
|--|---|--|
| Please give the short particulars of the property mortgaged or charged | | Continuation page Please use a continuation page if you need to enter more details |
| Short particulars | <p>All security created by the Chargor under the Debenture over the assets described below was granted in respect of all the right, title and interest (if any), on or after the date of the Debenture, of the Chargor in and to those assets</p> <p>1. THE CHARGE</p> <p>The Chargor with full title guarantee charged in favour of the Bank as a continuing security for the Secured Amounts -</p> <p>1 1 by way of legal mortgage -</p> <p>1 1 1 all the freehold or leasehold property specified in Schedule 1,</p> <p>1 1 2 all other freehold and leasehold property now vested in the relevant Mortgagor</p> <p>(cont)</p> | |

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Adleshaw Goldbird LLP* X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name CANNA / 4407-11944

Company name Addleshaw Goddard LLP

Address Box 50

Companies House

Bloomsbury

Post town London

County/Region

Postcode W C 1 B 3 X D

Country UK

DX London

Telephone 0207 160 3561



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

| | |
|-------------------|--|
| 6 | Short particulars of all the property mortgaged or charged |
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>1 2 by way of first fixed charge -</p> <p>1 2 1 all freehold and leasehold property hereafter acquired by the relevant Mortgagor,</p> <p>1 2 2 all freehold and leasehold property now or in the future beneficially owned by but not vested in the relevant Mortgagor,</p> <p>1 2 3 all the plant machinery and fixtures and fittings furniture equipment implements and utensils now and in the future belonging to the relevant Mortgagor,</p> <p>1 2 4 all shares stocks and other securities held by the relevant Mortgagor from time to time and any rights to the acquisition of any such shares stocks or securities,</p> <p>1 2 5 all rights and interest of the relevant Mortgagor in and claims under all policies of insurance and assurance now or hereafter held by or insuring to the benefit of the relevant Mortgagor,</p> <p>1 2 6 all uncalled capital and goodwill for the time being of the relevant Mortgagor,</p> <p>1 2 7 all patents patent applications trade marks trade names registered designs copyrights licences and similar rights for the time being of the relevant Mortgagor and all present or future agreements relating to the use by the relevant Mortgagor of any intellectual property rights and all present or future agreements under which the relevant Mortgagor is entitled to the payment of any royalty fee or similar income, and</p> <p>1 2 8 the Charged Debts</p> <p>1 3 by way of floating charge all the property assets and undertaking of the relevant Mortgagor both present and future not subject to a fixed charge hereunder including (without limitation) any immoveable property of the relevant Mortgagor situated in Scotland and any other Charged Assets situated in Scotland falling within the type mentioned in Clause 3 2 of the Debenture (set out in paragraph 1 2 of this form MG01)</p> <p>1 4 The Bank may at any time and from time to time by notice in writing to a Mortgagor convert the floating charge into a fixed charge as regards any property assets and/or undertaking specified in the notice and the Bank may thereafter appoint a Receiver thereof in accordance with the provisions of the Debenture This provision shall not preclude the floating charge from becoming fixed in any of the events in which under the Debenture or under the general law it would do so</p> <p>Clause 3 4 of the Debenture (as set out in paragraph 1 4 of this form MG01) does not apply to any Charged Assets situated in Scotland</p> <p>1 5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture</p> <p>2. MORTGAGOR'S COVENANTS</p> <p>Under the terms of the Debenture the Chargor covenanted and undertook that it would</p> <p>2 1 not without the prior written consent of the Bank</p> <p>2 1 1 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any of the Charged Debts, or</p> <p>2 1 2 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any part of the Charged Assets, or</p> <p>2 1 3 part with sell or dispose of all or except in the ordinary course of the relevant Mortgagor's</p> |

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

business and for the purpose of carrying on the same any of the Charged Assets

In this form MG01 the following terms shall have the following meaning

Charged Assets means the property assets and undertaking for the time being of each Mortgagor which are subject to the charges contained in the Debenture other than the Charged Debts and references to the Charged Assets shall include reference to all or any of them

Charged Debts means all book debts and other debts now and from time to time hereafter due owing or incurred to each Mortgagor other than such of the said debts as the Bank may have specifically agreed in writing to exclude from the first fixed charge contained in Clause 3 2 8 of the Debenture (as shown in clause 1 2 8 of this form MG01)

Facility Agreement means the facility agreement entered into between inter alia, Panacea Finance Limited and the Bank dated on or around the date of the Debenture

Receiver means any administrative receiver, receiver and manager for the time being appointed by the Bank under or by virtue of the Debenture and if more than one administrative receiver, receiver and manager has been so appointed then the expression 'the Receiver' shall mean any or all of them

SCHEDULE 1 (The Property)

NIL



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5941335
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 AUGUST
2010 AND CREATED BY BRIGHTSIDE GROUP PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
MORTGAGOR TO CLYDESDALE BANK PUBLIC LIMITED
COMPANY ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
16 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 AUGUST 2010



Companies House
— for the record —

L/C.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES